



# SCMS SCHOOL OF TECHNOLOGY & MANAGEMENT

PROMOTED BY PRATHAP FOUNDATION FOR EDUCATION AND TRAINING

Accredited by NAAC and MBA Programme Accredited by NBA

Approved by the All India Council for Technical Education & Affiliated to M. G. University

This is to certify that Proschool Skill Development pvt ltd (The first party) and SCMS School of Technology and Management (SSTM), Muttom, Aluva, Cochin (The second party) mutually agreed to conduct a course on digital marketing . The Terms and conditions will be the same as mentioned in the MoU signed on 18th November 2019.

Name of MoU	On the Job Training
Name of institutions / industry with home the MoU is made	Proschool Skill Development pvt ltd
Activities under MoU	Training on Digital Marketing
Start date	18/11/2019
End date	

  
**Dr. G Sashi Kumar**  
**Principal- SSTM**





# SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

SCMS Campus, Prathap Nagar, Muttom, Aluva, COCHIN- 683 106. KERALA

## 16. IMS Proschool Pvt. Ltd



### MEMMORANDUM OF UNDERSTANDING

This Agreement is made on the **18<sup>th</sup> November** in the year Two Thousand Nineteen (**2019**) by and between

IMS Proschool Pvt. Ltd, a company having its office at "2<sup>nd</sup> Floor Pavana House, Above Union Bank, KP Vallon Road, Kadavanthra, Kochi-682020" (hereinafter called "**IMS Proschool, Kochi**") which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees)

AND

SCMS, School of Technology & Management, Prathap Nagar, Muttom, Kochi - 683106 (hereinafter referred to as "**SSTM, Muttom** ") which expression shall, unless repugnant to the context thereof, be deemed to include its successors, nominees, representatives and permitted assigns), duly represented by **Dr.G. Sashi Kumar** as an authorized signatory being party **OF THE SECOND PART**,

"**Parties**" shall mean IMS PROSCHOOL, KOCHI and SSTM Muttom and "**Party**" shall mean either IMS PROSCHOOL, KOCHI or SSTM, Muttom as the context may require.

And whereas, IMS Proschool, Kochi is engaged in training and conducting courses like Digital Marketing and various other finance related courses. IMS Proschool Pvt Ltd is an approved training partner of NSDC (National Skill Development Corporation) and is associated with NSE India, ACCA(UK), CIMA(UK) & CFA(US) for various courses.

**AND WHEREAS** SSTM, Muttom is a renowned college of higher learning located on an extensive state-of-the-art campus in Muttom, Kochi offering a variety of degree courses. The College has baccalaureate concentrations, postgraduate offerings and is desirous of associating itself with IMS Proschool, Kochi as a partner for their Certificate Course, as above-mentioned.

**AND WHEREAS** this agreement defines the terms and understanding between IMS Proschool, Kochi and SSTM, Muttom for conducting the Digital Marketing training program for the students being referred by the authorities of SSTM, Muttom.

**AND WHEREAS** both the parties above-mentioned represent that they are duly authorized by their governing bodies to enter into this agreement.

**NOW THEREFORE**, the Parties have agreed to enter into this agreement on the terms and conditions as contained hereinafter:

1. **Services to be performed by** IMS Proschool, Kochi agrees to provide training services as per attachment A (Part I), attached hereto and made part and parcel of this agreement by this reference.



2<sup>nd</sup> Floor Pavana House, Above Union Bank, KP Vallon Road, Kadavanthra, Kochi - 682020  
Phone - 0484 4300900/9545629999 Email - kochi@proschoolonline.com  
www.proschoolonline.com





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2. **Material to be provided:** IMS Proschool agrees to provide materials for the above-mentioned training as per attachment A (Part II), attached hereto and made part and parcel of this agreement by this reference.

3. **Services to be performed by SSTM, Muttom:** SSTM, Muttom agrees to provide services as per attachment A (Part III), attached hereto and made part and parcel of this agreement by this reference.

#### 4. Course Fee:

##### Digital Marketing

No. of Students	Fee / Student
Digital Marketing (48 Hours) with NSDC Certification	Rs. 4000/- Only

#### Number of students

B.Com. 2<sup>nd</sup> Year - 108 Students (2 batches of 54 students each)

#### 5. Certification:

##### Digital Marketing:

1. After successful completion of the course, students will get participation certificate from Proschool subject to minimum attendance of 80%.
2. After successful completion of internal examinations by students by securing 80% of marks and 80% of attendance, students will become eligible to get the course completion certificate jointly by IMS Proschool Pvt Ltd and NSDC (National Skill Development Corporation).

6. **Tenure:** The tenure of this agreement will be 3 (Three) months from the date of signing of this document.

7. **Renewal:** Upon expiry, this agreement can be renewed for such further period and on such terms and conditions as may be agreed between the parties.

#### 8. General provisions

- a) **Confidentiality.** Except as required by law, each Party is obliged to keep confidential any facts/commercial concerning the other Party, its business partners and its activities so that the interests of each Party will not be damaged. Confidential information consists of all information that is not, otherwise, readily available to the public.



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**pro school**  
An **ims** Initiative

- b) **Intellectual Property.** SSTM, Muttom acknowledges and agrees that the ownership and the rights over all Intellectual Property on all the material, methods and techniques for the service provided by IMS PROSCHOOL, KOCHI shall belong to the IMS PROSCHOOL, KOCHI. SSTM, Muttom shall have no right whatsoever on such material, methods and techniques.

"Intellectual Property" means and includes, without limitation, the trademarks, service marks, trade names, business names, logos, copyrights, designs, confidential proprietary processes, formulae, trade secrets, engineering design process and operating information and drawings, proprietary manuals and materials, inventions, developments, patent or patent applications, technical data or scientific, commercial, financial and technical information, software and any data relating to any process, method, product or business either owned by IMS PROSCHOOL, KOCHI or SSTM, Muttom.

- c) **Trademarks, etc.** For the avoidance of doubt, all trademarks, trade names, trade symbols and slogans used or capable of being used or adopted in connection with either party's business will remain the absolute property of that party and, except as necessary for the proper performance of the services as mentioned in attachment A, the other party will not make any use of them.
- d) **Arbitration.** Any dispute between the parties regarding this agreement will be settled through mediation and if not resolved, by the competent courts of Law in Kochi.
- e) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws in India. All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts in Kochi only.
- f) **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- g) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.
- h) **Amendments to Agreement.** This Agreement may not be changed unless mutually agreed upon in writing by both parties.
- i) **Partnership or Agency.** Nothing in this Agreement shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purposes whatsoever except as specified by the terms of this Agreement.
- j) **Notice.** Any notices to be sent to either party shall be deemed to have been duly sent if sent
- by any means of registered and/or acknowledged delivery to the addresses of either party as written hereinabove or
  - on an official & active email id of either party.





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- k) **Assignment.** Neither Party shall be entitled to assign the benefit of this agreement or transfer or delegate any of their duties or obligations without the prior written consent of the other Party.

**Breach/Default.** In the event, either party fails to perform the obligations and/or terms

- i) **Breach/Default.** In the event, either party fails to perform the obligations and/or terms and conditions listed in the said agreement within the period specified in the said agreement then the same shall be deemed to be a breach or default in the performance of the said terms and conditions and the other party shall have the option to cancel the said agreement by giving the defaulting party 01 (One) month notice thereof to remedy the said breach/default and in the event the defaulting party fails to remedy the said breach within the period specified in the notice, then the said agreement shall stand automatically terminated upon expiry of the said notice period.

- j) **Branding.** SSTM, Muttom can use the logo or name of IMS Proschoool, Kochi to promote various Certification to the prospective students in its website, brochures or any other marketing material.

## 10. Termination of Agreement.

- (i) This agreement can be terminated with immediate effect on the occurrence of any of the following events:
- a. Completion of the services as required by this Agreement or Completion of 3 (Three) months, whichever is earlier;
  - b. Default in the performance of any of the clauses stated hereinabove in the said Agreement by either party;
  - c. Breach of any of the terms of the Agreement by either party;
  - d. Bankruptcy or insolvency of either party;
- (ii) Either party will have the right to terminate this Agreement should there be any change in the ownership of the other party subject to completion of any existing courses running under this Agreement.
- (iii) This Agreement may be terminated in whole or in part at any time by either party by giving one training sessions' written notice to the other, or as mutually agreed.

## 11. Consequence of Termination:

On termination of this Agreement the parties shall ensure that all Equipment, documentation and all data, information and other materials belonging to IMS PROSCHOOL, KOCHI (and all media of any nature containing information and data), shall be delivered to IMS PROSCHOOL, KOCHI, or destroyed at the other party's request, forthwith and SSTM, Muttom shall certify full compliance with this clause.





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12. **Jurisdiction:** The Courts at Kochi shall have exclusive jurisdiction to entertain, try and decide any dispute arising out of or in respect of these presents.

13. The original document of this AGREEMENT shall be retained by IMS PROSCHOOL, KOCHI and a certified true copy of the same shall be handed over to SSTM, Muttom.

In Witness Whereof, IMS PROSCHOOL, KOCHI and SSTM, Muttom have caused this Agreement to be signed by their respective duly authorized officers as of the day and year above written.

For IMS Proschool Pvt. Ltd

Name: Sam Koriakose

Title: Dean, IMS Proschool, Kochi

Date: 18<sup>th</sup> Nov 2019

For SSTM, Muttom

Name: Dr. G. Sathy Kumar

Title: Principal SSTM

Date: 18-11-2019





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## Attachment A

(Forming a part of the agreement dated 18th November 2019 between IMS Proschool, Kochi Private Limited and SSTM, Muttom.)

### Part I: Services to be performed by IMS PROSCHOOL, KOCHI

#### A. Training Activity:

1. IMS Proschool, Kochi will conduct all training sessions for digital marketing course.
2. The training will be conducted using professional and qualified trainers engaged by IMS PROSCHOOL, KOCHI.
3. IMS PROSCHOOL, KOCHI will provide study material (online) to all the students.
4. IMS PROSCHOOL, KOCHI will conduct internal exams at the end of the course, evaluate them and inform the participants about their performance, as applicable.
5. IMS PROSCHOOL, KOCHI will approve the venue and arrangements for conducting the training sessions.

#### B. Marketing Activity

1. IMS PROSCHOOL, KOCHI will provide inputs for Marketing Collaterals and approve designs for SSTM, Muttom, if required.
2. IMS PROSCHOOL, KOCHI will appoint a Single Point of Contact (SPOC) for each course for coordination with SSTM, Muttom.

#### C. Administrative Activity

1. IMS PROSCHOOL, KOCHI will provide copies of Attendance Sheet and Feedback form and ensure that they are administered.

### Part II: Materials to be provided

1. IMS PROSCHOOL, KOCHI will provide the online study material for the subjects at the beginning of the Course.

### Part III: Services to be performed by SSTM, Muttom.

1. SSTM, Muttom will provide the required infrastructure (classroom with required seating capacity, computers, internet, overhead projection system, basic hygiene and support) within its campus, free of charge to IMS PROSCHOOL, KOCHI for conduct of approved programs for SSTM, Muttom students.



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2. SSTM, Muttom will co-ordinate and provide administrative support, at local level, with IMS PROSCHOOL, KOCHI for successful conduct of training.
3. SSTM, Muttom will also provide a single point of contact (SPOC) who will be responsible for compliance of all the processes followed by IMS PROSCHOOL, KOCHI with respect to training.
4. SSTM, Muttom will provide up-skilling declaration form with the details of all the enrolled students.
5. SSTM, Muttom will provide details of all the enrolled students in the required format (Name, Father name, email id, mobile no., correspondence address, education detail) and the soft copies of Govt. Approved I Card (Aadhar, Voter, Passport or Pan), passport size photo and 12<sup>th</sup> Mark sheet.
6. The training time-table shall be mutually finalized before 7 days of the training.
7. SSTM has the right to terminate the program if it has not satisfactorily executed.

#### Part IV: Course fee

1. SSTM, Muttom will pay 50% of the Fee in advance to IMS Proschool, Kochi in the name of "IMS Proschool Pvt. Ltd", payable at Mumbai and balance 50% immediately after completion of training.

For IMS Proschool Pvt. Ltd

Name: Sam Kuriakose  
Title: Dean, IMS Proschool, Kochi  
Date: 15<sup>th</sup> Nov 2019



For SSTM, Muttom

Name: Dr. G. Sathya Kumar  
Title: Principal, SSTM  
Date: 15-11-2019





# IMS Pro-school

## Trainer's Rating

Question No	Question	Response in %				
		Excellent(5)	Good(4)	Average(3)	Fair(2)	Poor(1)
1	Trainer's clarity of Explanations	65.00	30.00	15.00	0.00	0.00
2	Trainer's responsiveness to questions	40.00	50.00	40.00	0.00	0.00
3	Tranier's Presentation pace/delivery rate	62.00	28.00	10.00	0.00	0.00
4	Overall rating of this training	57.00	33.00	10.00	0.00	0.00
5	Overall rating of the instructor	47.19	51.69	1.12	0.00	0.00
6	Overall Quality of materials	48.31	51.69	0.00	0.00	0.00

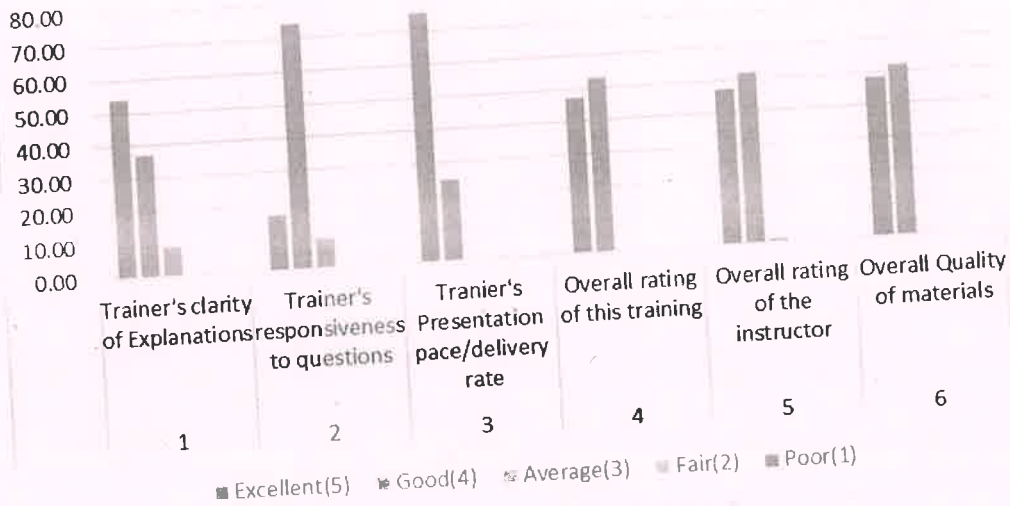
## Effectiveness of Programme

		Considerably(5)	Moderately(3)	Very little(1)
1	Help you in better perfomance	78.20	21.80	0.00
2	Increase your knowledge	65.00	35.00	0.00
3	Do you recommend the program for your juniors	100.00	0.00	0.00

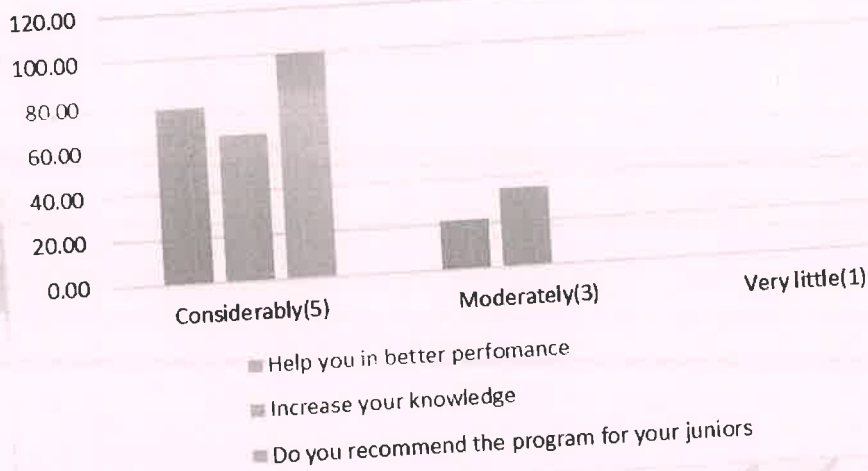
  
**Dr. G SASHI KUMAR**  
 PRINCIPAL  
 SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT



### Trainer's Rating



### Effectiveness of the program



*Dr. G Sashi Kumar*

**Dr. G SASHI KUMAR**  
PRINCIPAL  
SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT



**Dr. G. SASHI KUMAR**  
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